

Exhibit 2

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16 || UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

18 || SAN FRANCISCO DIVISION

SAN FRANCISCO DIVISION

19 ETOPIA EVANS, as the Representative of the) Case No. 3:16-cv-01030-WHA
20 Estate of Charles Evans, et al.,)
21 Plaintiffs,) PLAINTIFFS' FOURTH SUPPLEMENTAL
22 vs.) INITIAL DISCLOSURES
23 ARIZONA CARDINALS FOOTBALL CLUB,)
24 LLC, et al.,)
25 Defendants.)

)

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27

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F. Personnel Involved with SportPharm Pharmaceuticals, Inc., RSF Pharmaceuticals, Inc., and Champion Health – Knowledge of Provision of Medications to NFL and Its Member Clubs

II. CATEGORIES AND LOCATIONS OF DOCUMENTS

Qualified and independent medical examinations, supplemental reports, and record reviews; emails; letters; medical records and reports; depositions; filings and policy documents related to workers' compensation claims; documents related to health insurance claims and policies; subpoenas; invoices and receipts; team records; medical authorizations; records delivery documents; news articles; medication guidelines; medical histories; prescriptions; doctors' and physicians' consultation, treatment, and progress notes and comments; medical and diagnostic images and reports; laboratory reports; medical instructions; contracts; medical screening reports; injury reports, lists, and logs; physical, neurological, orthopedic, and radiological examination and evaluation reports, letters, and diagnoses; operation, surgical, and recovery records; financial responsibility summaries; clinical sheets; training files; employers' reports of occupational injury or disease; results of medical tests and studies; and diagnostic models.

III. COMPUTATION OF DAMAGES

A. Introduction

Plaintiffs in this action claim two broad categories of compensatory damages: (1) non-economic damages; and (2) economic damages.

Plaintiffs' claimed non-economic damages can be subdivided into two categories: (1) past non-economic damages; and (2) future non-economic damages.¹

Plaintiffs' claimed economic damages also can be divided into two broad categories: (1) past and future medical expenses; and (2) loss of income. As set forth in detail *infra*, Plaintiffs' damages

¹ Plaintiffs reserve the right to amend and/or supplement these initial disclosure with expert testimony addressing, *inter alia*, inflation, cost of living increases, regular salary increases, and increased cost of future health benefits.

1 for loss of income further can be subdivided into three subcategories: (1) loss of NFL career income;
2 (2) reduced earnings capacity post-NFL career; and (3) loss of income from business contracts.

3 **i. Non-Economic Damages**

4 As mentioned *supra*, Plaintiffs' non-economic damages claims can be broken down into two
5 separate time periods: "past" non-economic damages and "future" non-economic damages. For
6 purposes of the instant Fourth Supplemental Initial Disclosures, "past" non-economic damages are
7 those suffered by the each Named Plaintiff from the day on which that particular Named Plaintiff
8 retired from the NFL until the May 21, 2015 filing of their original "Class Action Complaint and
9 Demand for Jury Trial" in the United States District Court for the District of Maryland. Given the
10 permanent nature of the Plaintiffs' injuries, "future" non-economic damages are those from which
11 the Named Plaintiffs reasonably expect to continue suffering for the remainder of each Named
12 Plaintiff's life expectancy, beginning on May 22, 2015, the day after the Plaintiffs filed their original
13 "Class Action Complaint and Demand for Jury Trial" in the United States District Court for the
14 District of Maryland.

15 The bases for the Plaintiffs' past and future non-economic damages in this case are the pain,
16 suffering, inconvenience, physical impairment, disfigurement and other nonpecuniary injury alleged
17 to have been proximately caused to the Plaintiffs by the conduct of the Defendants as more
18 particularly set forth in their Second Amended Complaint. *See* MD. CODE ANN., CTS. & JUD. PROC.
19 § 11-108(a)(2)(i)(1); *see also* Maryland Pattern Jury Instruction – Civil No. 10:2 (listing
20 subcategories of compensable non-economic damages in personal injury actions).

21 The Named Plaintiffs compute their claimed past and future non-economic damages on a *per diem*
22 basis in accordance with *Giant Food, Inc. v. Satterfield*, 90 Md. App. 660, 665, 669 (1992)
23 (explaining that it is appropriate for counsel to request a particular non-economic damages figure
24 from the jury by breaking down the plaintiff's predicted life expectancy from years into days and
25 26
27
28

1 arbitrarily assigning a dollar amount to be associated with his or her daily pain and suffering so long
 2 as the trial court, if requested, gives the appropriate cautionary instruction to the jury that it is the
 3 jury's function to set damages). At this juncture, it is the Plaintiffs' intent to request from the jury an
 4 award of \$125.00 *per diem* for their past and future pain, suffering, inconvenience, physical
 5 impairment, disfigurement and other nonpecuniary injury that they have been caused to sustain at the
 6 hands of the NFL Clubs.
 7

8 Plaintiffs added: (1) 68,638 which is the collective amount of days that elapsed between each
 9 Named Plaintiff's retirement and the May 21 filing of the original Complaint in this case (past non-
 10 economic damages days); to (2) 158,112 which is the collective amount of days in the Named
 11 Plaintiffs' life expectancies (using the United States Life Tables) starting from the day after the
 12 original Complaint was filed (future non-economic damages days), which together yield a total of
 13 226,750 collective past and future non-economic damages days claimed by the Named Plaintiffs.
 14 The average amount of past and future non-economic damages days therefore is 17,442 days
 15 (226,750 collective days / 13 Named Plaintiffs = 17,442 average days per Named Plaintiff).
 16 Applying this figure to the *per diem* amount claimed, the average past and future non-economic
 17 damages claim per Named Plaintiff is \$2,180,250 (17,442 days x \$125.00 *per diem* = \$2,180,250).²
 18 This \$2,180,250 average past and future non-economic damages claim is in line with jury verdicts
 19 for non-economic damages in and around the San Francisco/Northern District of California area. A
 20 compilation of jury verdicts which tend to support the Name Plaintiffs' average past and future non-
 21 economic damage claim in this case of \$2,180,250 is attached hereto as **Exhibit 1**.
 22
 23
 24
 25
 26

27 ² Each Named Plaintiff's actual claimed past and future non-economic damages figures are
 28 calculated *infra* using their actual amount of past and future non-economic days for each particular
 Named Plaintiff multiplied by the \$125.00 claimed *per diem*.

1 **ii. Economic Damages**

2 Plaintiffs are claiming as economic damages: (1) past and future medical expenses; and (2)
3 loss of income.

4 With regard to past medical expenses, Plaintiffs are claiming the costs of the medical care
5 and treatment causally related to the injuries complained of in the above-captioned case and which
6 they received between their retirements from the NFL and the filing of their original "Class Action
7 Complaint and Demand for Jury Trial" in the United States District Court for the District of
8 Maryland. Future medical expenses are those which the Plaintiffs reasonably expect to incur for the
9 remainder of their life expectancies in order to continue treating the injuries that they claim to have
10 sustained as the result of the NFL Clubs' illegal conduct.

11 As noted *supra*, Plaintiffs claim three categories of lost income. First, Plaintiffs claim that
12 the NFL Clubs' illegal dealing in controlled substances masked their injuries which were not given
13 proper time to heal, thereby having the effect of shortening the Plaintiffs' playing careers during
14 which time they otherwise would have continued to earn significant income from playing
15 professional football.

16 Second, Plaintiffs claim that they have suffered a reduced earning capacity in their post-NFL
17 careers. Specifically, by reason of their artificially shortened NFL careers, the Plaintiffs' abilities to
18 generate off-the-field income in connection with their status as then-current professional football
19 players also was shortened and thereby damaged.

20 Third, Plaintiffs claim lost income from post-NFL employment, business opportunities
21 and/or contracts. Specifically, Plaintiffs allege that as the result of their artificially shortened NFL
22 careers, their ability to attract lucrative income opportunities off the field were diminished and/or
23 lost completely. Such opportunities include, but are not limited to, endorsements, sponsorships, paid
24 appearances, memorabilia sales, book and other royalties, licensing, and store merchandise credits.

B. Computation of Damages for Each Named Plaintiff

i. Etopia Evans as Personal Representative of the Estate of Charles Evans

a. Non-Economic Damages

Charles Evans retired from the NFL on January 28, 2001. Between his retirement and his October 12, 2008 death, 2,814 days elapsed. In accordance with *Giant Food, Inc. v. Satterfield*, Ms. Evans, as Personal Representative of the Estate of the Estate of Charles Evans, claims past non-economic damages in the amount of \$125.00 *per diem*. Thus, Ms. Evans' past non-economic damages claimed total **\$351,750** (2,814 x \$125.00 = **\$351,750**).

Mr. Evans died prior to the commencement of this case. Accordingly, there is no future non-economic damages claim being asserted on behalf of Mr. Evans.

b. Economic Damages

Ms. Evans is not making a claim for past medical expenses. Additionally, in light of the fact that Mr. Evans is deceased, Ms. Evans is not making a claim for future medical expenses.

In light of Mr. Evans' death, Ms. Evans is not asserting a claim for future medical expenses.

As the result of his shortened NFL career, Mr. Evans lost out on approximately \$2,000,000 of a \$3,000,000 contract with the Baltimore Ravens. Thus, on behalf of Mr. Evans' estate, Ms. Evans claims lost NFL career income of \$2,000,000.

Ms. Evans is not making a claim for reduced earning capacity in Mr. Evans' post-NFL career.

Ms. Evans is not claiming lost income from business contracts.

c. Summary of Damages Claimed by Etopia Evans, as Personal Representative of the Estate of Charles Evans

The following is a summary of the total compensatory damages claimed by Etopia Evans as Personal Representative of the Estate of Charles Evans. Ms. Evans reserves the right to supplement, amend or otherwise modify these initial disclosures as discovery proceeds.

1 **Non-Economic Damages**

2	Past	Lump Sum (\$125.00 <i>per diem</i>)	\$351,750
3	Future	Lump Sum (\$125.00 <i>per diem</i>)	\$0
4	Total Non-Economic Damages		\$351,750

5 **Economic Damages**

6	Medical Expenses		
7	Past Medical Expenses	\$0	
8	Future Medical Expenses	\$0	
9	Lost Income		
10	Loss of NFL Career Income	\$2,000,000	
11	Reduce Earnings Capacity Post-NFL	\$0	
12	Loss of Income from Business Contacts	\$0	
13	Total Economic Damages		\$2,000,000
14	TOTAL DAMAGES CLAIMED		\$2,351,750

15 ii. **Eric King**

16 a. **Non-Economic Damages**

17 Eric King retired from the NFL on January 2, 2010. Between the time of his retirement and
 18 the May 21, 2015 filing of the original Complaint in this case, 1,965 days elapsed. In accordance
 19 with *Giant Food, Inc. v. Satterfield*, Mr. King claims past non-economic damages in the amount of
 20 \$125.00 *per diem*. Thus, Mr. King's past non-economic damages claimed total **\$245,625** (1,965 x
 21 \$125.00 = **\$245,625**).

22 On May 22, 2015, a 33 year-old African American male such as Mr. King had 42.8 more
 23 years of remaining life expectancy, which translates to 15,632 days of remaining life expectancy.
 24 See United States Life Tables, 2012, Published November 28, 2016. In accordance with *Giant Food,*
 25 *Inc. v. Satterfield*, Mr. King claims future non-economic damages in the amount of \$125.00 *per*
 26 *diem*. Thus, Mr. King's future non-economic damages claimed total **\$1,954,000** (15,632 x \$125.00
 27 = **\$1,954,000**).

28 b. **Economic Damages**

1 Between his retirement on January 2, 2010 and the May 21, 2015 filing of the Plaintiffs'
2 original Complaint, Eric King estimates that he incurred approximately **\$45,000** in past medical care
3 and treatment expenses causally related to the injuries and damages which he claims to have
4 sustained as the result of the conduct of the NFL Clubs for whom he played professional football.
5
6 Mr. King estimates that he will require approximately **\$500,000** in additional medical care and
7 treatment in the future, including surgery in the near future for a slipped disc in his back. As support
8 for this claim, Defendants are referred to Mr. King's medical records which previously were
9 produced during discovery and are incorporated by reference herein.

10 Mr. King avers that but-for the actions of the NFL Clubs for whom he played, he could have
11 continued to play professional football in the NFL for an additional three years. At the time of his
12 release from the Lions, he still had approximately \$1,400,000 left on his contract. He also believes
13 that he could have secured an additional contract in the NFL worth approximately \$2,500,000. Thus,
14 Mr. King claims lost NFL career income of **\$3,900,000**.

15 Mr. King further claims that his injuries have had a deleterious impact on his coaching
16 career. Namely, absent his significant back pain, he could have garnered a high level coaching
17 position which pays approximately \$200,000 per year and that he could have held such a position for
18 at least ten years. Thus, Mr. King claims a reduced earning capacity in his post-NFL career of
19 **\$2,000,000**.

20 Finally, Mr. King claims two forms of lost business contracts income. First, as the result of
21 the shortening of his NFL career, Mr. King lost paid public speaking opportunities, which he could
22 have done approximately five times per year for three additional years at a rate of \$7,500 per
23 engagement (a total of \$112,500). Mr. King also lost a merchandise credit contract with Nike valued
24 at \$5,000 per year for three years (a total of \$15,000). Thus, Mr. King claims lost income from
25 business contracts in the amount of **\$127,500**.

c. Summary of Damages Claimed by Eric King

The following is a summary of the total compensatory damages claimed by Eric King. Mr. King reserves the right to supplement, amend or otherwise modify these initial disclosures as discovery proceeds.

Non-Economic Damages

Past	Lump Sum (\$125.00 <i>per diem</i>)	\$245,625
Future	Lump Sum (\$125.00 <i>per diem</i>)	\$1,954,000

Total Non-Economic Damages **\$2,199,625**

Economic Damages

Medical Expenses	
Past Medical Expenses	\$45,000
Future Medical Expenses	\$500,000
Lost Income	
Loss of NFL Career Income	\$3,900,000
Reduce Earnings Capacity Post-NFL	\$2,000,000
Loss of Income from Business Contacts	\$127,500
Total Economic Damages	\$6,572,500
TOTAL DAMAGES CLAIMED	\$8,772,125

iii. Robert Massey

a. Non-Economic Damages

Robert Massey retired from the NFL on December 27, 1997. Between the time of his retirement and the May 21, 2015 filing of the original Complaint in this case, 6,354 days elapsed. In accordance with *Giant Food, Inc. v. Satterfield*, Mr. Massey claims past non-economic damages in the amount of \$125.00 *per diem*. Thus, Mr. Massey's past non-economic damages claimed total **\$794,250** (6,354 x \$125.00 = **\$794,250**).

On May 22, 2015, a 48 year-old African American male such as Mr. Massey had 29.5 more years of remaining life expectancy which translates to 10,744 days of remaining life expectancy.

See United States Life Tables, 2012, Published November 28, 2016. In accordance with *Giant Food, Inc. v. Satterfield*, Mr. Massey claims future non-economic damages in the amount of \$125.00 per

1 *diem*. Thus, Mr. Massey's future non-economic damages claimed total **\$1,343,000** (10,744 x
 2 \$125.00 = **\$1,343,000**).

3 **b. Summary of Damages Claimed by Robert Massey**

4 The following is a summary of the total compensatory damages claimed by Robert Massey.
 5 Mr. Massey reserves the right to supplement, amend or otherwise modify these initial disclosures as
 6 discovery proceeds.
 7

8 **Non-Economic Damages**

Past	Lump Sum (\$125.00 <i>per diem</i>)	\$794,250
Future	Lump Sum (\$125.00 <i>per diem</i>)	\$1,343,000
	Total Non-Economic Damages	\$2,137,250
TOTAL DAMAGES CLAIMED		\$2,137,250

13 **iv. Troy Sadowski**

14 **a. Non-Economic Damages**

15 Troy Sadowski retired from the NFL on January 10, 1999. Between the time of his
 16 retirement and the May 21, 2015 filing of the original Complaint in this case, 5,975 days elapsed. In
 17 accordance with *Giant Food, Inc. v. Satterfield*, Mr. Sadowski claims past non-economic damages in
 18 the amount of \$125.00 *per diem*. Thus, Mr. Sadowski's past non-economic damages claimed total
 19 **\$746,875** (5,975 x \$125.00 = **\$746,875**).

21 On May 22, 2015, a 49 year-old Caucasian male such as Mr. Sadowski had 31.6 more years
 22 of remaining life expectancy, which translates to 11,541 days of remaining life expectancy. *See*
 23 United States Life Tables, 2012, Published November 28, 2016. In accordance with *Giant Food,*
 24 *Inc. v. Satterfield*, Mr. Sadowski claims future non-economic damages in the amount of \$125.00 *per*
 25 *diem*. Thus, Mr. Sadowski's future non-economic damages claimed total **\$1,442,625** (11,541 x
 26 \$125.00 = **\$1,442,625**).

28 **b. Economic Damages**

1 Between his retirement on January 10, 1999, and the May 21, 2015 filing of the Plaintiffs'
2 original Complaint, Troy Sadowski estimates that he incurred approximately **\$10,000** in past medical
3 care and treatment expenses causally related to the injuries and damages which he claims to have
4 sustained as the result of the conduct of the NFL Clubs for whom he played professional football.
5
6 Mr. Sadowski sees a chiropractor for his orthopedic injuries at a cost of \$30.00 per week. To
7 continue this care for his remaining 31.6 years of life expectancy, it will cost Mr. Sadowski **\$49,440**
8 (\$30/week x 1,648 weeks). As support for this claim, Defendants are referred to Mr. Sadowski's
9 medical records which previously were produced during discovery and are incorporated by reference
10 herein.

11 Mr. Sadowski avers that but-for the actions of the NFL Clubs for whom he played, he could
12 have continued to play professional football in the NFL for an additional two years. In his final
13 season in the NFL, Mr. Sadowski was earning \$300,000 per year. Therefore, Mr. Sadowski's
14 claimed loss of NFL career income totals **\$600,000**.
15

16 Due to his constant pain and continuing deterioration of his physical health, Mr. Sadowski
17 was unable to pursue lucrative Division 1 football coaching opportunities, which would have yielded
18 him an income of approximately \$250,000 per year for at least ten years. Mr. Sadowski therefore
19 claims damage in the form of reduced earnings capacity in his post-NFL career in the amount of
20 **\$2,500,000**.
21

22 Finally, Mr. Sadowski claims two forms of lost business contracts income. First, as the result
23 of the shortening of his NFL career, Mr. Sadowski lost paid public speaking opportunities, activities
24 from which he could have earned \$9,000 for an additional two years (a total of \$18,000). Second,
25 Mr. Sadowski lost a merchandise credit contract with Reebok valued at \$7,500 per year which would
26 have continued for an additional two years had he been able to continue playing (a total of \$15,000).
27 Thus, Mr. Sadowski claims lost income from business contracts in the amount of **\$33,000**.
28

c. Summary of Damages Claimed by Troy Sadowski

The following is a summary of the total compensatory damages claimed by Troy Sadowski. Mr. Sadowski reserves the right to supplement, amend or otherwise modify these initial disclosures as discovery proceeds.

Non-Economic Damages

Past	Lump Sum (\$125.00 <i>per diem</i>)	\$746,875
Future	Lump Sum (\$125.00 <i>per diem</i>)	\$1,442,625

Total Non-Economic Damages **\$2,189,500**

Economic Damages

Medical Expenses		
Past Medical Expenses	\$10,000	
Future Medical Expenses	\$49,440	
Lost Income		
Loss of NFL Career Income	\$600,000	
Reduce Earnings Capacity Post-NFL	\$2,500,000	
Loss of Income from Business Contacts	\$33,000	
Total Economic Damages		\$3,133,000
TOTAL DAMAGES CLAIMED		\$5,322,500

v. Chris Goode

a. Non-Economic Damages

Chris Goode retired from the NFL on January 2, 1994. Between the time of his retirement and the May 21, 2015 filing of the original Complaint in this case, 7,809 days elapsed. In accordance with *Giant Food, Inc. v. Satterfield*, Mr. Goode claims past non-economic damages in the amount of \$125.00 *per diem*. Thus, Mr. Goode's past non-economic damages claimed total **\$976,125** (7,809 x \$125.00 = **\$976,125**).

On May 22, 2015, a 51 year-old African American male such as Mr. Goode had 27 more years of remaining life expectancy, which translates to 9,861 days of remaining life expectancy. *See United States Life Tables, 2012, Published November 28, 2016. In accordance with Giant Food, Inc. v. Satterfield*, Mr. Goode claims future non-economic damages in the amount of \$125.00 per

1 *diem*. Thus, Mr. Goode's future non-economic damages claimed total **\$1,232,625** (9,861 x \$125.00
 2 = **\$1,232,625**).

3 **b. Economic Damages**

4 Between his retirement on January 2, 1994 and the May 21, 2015 filing of the Plaintiffs'
 5 original Complaint, Chris Goode estimates that he incurred approximately \$50,000 in past medical
 6 care and treatment expenses causally related to the injuries and damages which he claims to have
 7 sustained as the result of the conduct of the NFL Clubs for whom he played professional football.
 8 Mr. Goode estimates that he will require approximately \$35,000 in additional medical care and
 9 treatment in the future. As support for this claim, Defendants are referred to Mr. Goode's medical
 10 records which previously were produced during discovery and are incorporated by reference herein.
 11 Mr. Goode avers that but-for the actions of the NFL Clubs for whom he played, he could have
 12 continued to play professional football in the NFL for an additional four years. During those four
 13 years, Mr. Goode believes that he would have been able to earn approximately \$700,000 per year.
 14 Therefore, Mr. Goode's claimed loss of NFL career income totals **\$2,800,000**.

17 Prior to the diagnoses of kidney cancer, Mr. Goode was earning approximately \$35,000 per
 18 month buying, rehabilitating, and flipping investment properties. Following the diagnosis, his ability
 19 to perform in that business decreased dramatically to the point that he only was able to earn \$6,500
 20 per month, a loss of \$28,500 per month or \$342,000 per year. Mr. Goode believes that these reduced
 21 earnings will continue for at least the next five years. Thus, Mr. Goode claims total post-NFL career
 22 income loss of **\$1,710,000**.

24 Finally, Mr. Goode claims two forms of lost business contracts income. First, as the result of
 25 the shortening of his NFL career, Mr. Goode lost paid public speaking opportunities, which he could
 26 have done approximately four times per year for four years at a rate of \$3,000 per engagement (a
 27 total of \$48,000). Second, Mr. Goode enjoyed a Reebok endorsement deal that paid him \$30,000 per
 28

1 year for each year that he remained on an NFL roster (a total of \$128,000). Thus, Mr. Goode claims
 2 lost income from business contracts in the amount of **\$168,000**.

3 **c. Summary of Damages Claimed by Chris Goode**

4 The following is a summary of the total compensatory damages claimed by Chris Goode.
 5 Mr. Goode reserves the right to supplement, amend or otherwise modify these initial disclosures as
 6 discovery proceeds.
 7

8 **Non-Economic Damages**

Past	Lump Sum (\$125.00 <i>per diem</i>)	\$976,125
Future	Lump Sum (\$125.00 <i>per diem</i>)	\$1,232,625
	Total Non-Economic Damages	\$2,208,750

12 **Economic Damages**

Medical Expenses		
Past Medical Expenses		\$50,000
Future Medical Expenses		\$35,000
Lost Income		
Loss of NFL Career Income		\$2,800,000
Reduce Earnings Capacity Post-NFL		\$1,710,000
Loss of Income from Business Contacts		\$168,000
	Total Economic Damages	\$4,763,000
TOTAL DAMAGES CLAIMED		\$6,971,750

18 **vi. Darryl Ashmore**

19 **a. Non-Economic Damages**

20 Darryl Ashmore retired from the NFL on January 19, 2002. Between the time of his
 21 retirement and the May 21, 2015 filing of the original Complaint in this case, 4,870 days elapsed. In
 22 accordance with *Giant Food, Inc. v. Satterfield*, Mr. Ashmore claims past non-economic damages in
 23 the amount of \$125.00 *per diem*. Thus, Mr. Ashmore's past non-economic damages claimed total
 24 **\$608,750** (4,870 x \$125.00 = **\$608,750**).

26 On May 22, 2015, a 45 year-old African American male such as Mr. Ashmore had 32.1 more
 27 years of remaining life expectancy, which translates to 11,724 days of remaining life expectancy.
 28

1 *See United States Life Tables, 2012, Published November 28, 2016. In accordance with Giant Food,*
 2 *Inc. v. Satterfield, Mr. Ashmore claims future non-economic damages in the amount of \$125.00 per*
 3 *diem. Thus, Mr. Ashmore's future non-economic damages claimed total **\$1,465,500** (11,724 x*
 4 *\$125.00 = **\$1,465,500**).*

5 **b. Economic Damages**

6 Between his retirement on January 19, 2002 and the May 21, 2015 filing of the Plaintiffs'
 7 original Complaint, Darryl Ashmore estimates that he incurred approximately **\$50,000** in past
 8 medical care and treatment expenses causally related to the injuries and damages which he claims to
 9 have sustained as the result of the conduct of the NFL Clubs for whom he played professional
 10 football.

11 Mr. Ashmore estimates that he will require approximately **\$1,000,000** in additional medical
 12 care and treatment in the future. As support for this claim, Defendants are referred to Mr.
 13 Ashmore's medical records which previously were produced during discovery and are incorporated
 14 by reference herein.

15 Mr. Ashmore avers that but-for the actions of the NFL Clubs for whom he played, he could
 16 have continued to play professional football in the NFL for an additional two years. In his final
 17 season in the NFL, Mr. Ashmore was earning \$800,000 per year. Therefore, Mr. Ashmore's claimed
 18 loss of NFL career income totals **\$1,600,000**.

19 Due to his ongoing health issues, Mr. Ashmore was unable to continue running his vending
 20 business, from which he earned approximately \$350,000 per year. Assuming that he otherwise
 21 would have been able to work until age 65, Mr. Ashmore's lost income from the vending business
 22 amounts to \$7,000,000. He also lost \$500,000 on the sale of the vending business. Thus, Mr.
 23 Ashmore claims total post-NFL career income loss of **\$7,500,000**.

24 Mr. Ashmore is not asserting a claim for lost income from business contracts.

c. Summary of Damages Claimed by Darryl Ashmore

The following is a summary of the total compensatory damages claimed by Darryl Ashmore. Mr. Ashmore reserves the right to supplement, amend or otherwise modify these initial disclosures as discovery proceeds.

Non-Economic Damages

Past	Lump Sum (\$125.00 <i>per diem</i>)	\$608,750
Future	Lump Sum (\$125.00 <i>per diem</i>)	\$1,465,500

Total Non-Economic Damages **\$2,074,250**

Economic Damages

Medical Expenses	
Past Medical Expenses	\$50,000
Future Medical Expenses	\$1,000,000
Lost Income	
Loss of NFL Career Income	\$1,600,000
Reduce Earnings Capacity Post-NFL	\$7,500,000
Loss of Income from Business Contacts	\$0
Total Economic Damages	\$9,100,000
TOTAL DAMAGES CLAIMED	\$11,174,250

vii. Gerald Wunsch

a. Non-Economic Damages

Gerald Wunsch retired from the NFL on January 8, 2005. Between the time of his retirement and the May 21, 2015 filing of the original Complaint in this case, 3,785 days elapsed. In accordance with *Giant Food, Inc. v. Satterfield*, Mr. Wunsch claims past non-economic damages in the amount of \$125.00 *per diem*. Thus, Mr. Wunsch's past non-economic damages claimed total **\$473,125** ($3,785 \times \$125.00 = \$473,125$).

On May 22, 2015, a 41 year-old Caucasian male such as Mr. Wunsch had 38.8 more years of remaining life expectancy, which translates to 14,171 days of remaining life expectancy. *See United States Life Tables, 2012, Published November 28, 2016.* In accordance with *Giant Food, Inc. v. Satterfield*, Mr. Wunsch claims future non-economic damages in the amount of \$125.00 *per diem*.

1 Thus, Mr. Wunsch's future non-economic damages claimed total **\$1,771,375** (14,171 x \$125.00 =
2 **\$1,771,375**).

3 **b. Economic Damages**

4 Between his retirement on January 8, 2005, and the May 21, 2015 filing of the Plaintiffs'
5 original Complaint, Gerald Wunsch estimates that he incurred approximately **\$40,000** in past
6 medical care and treatment expenses causally related to the injuries and damages which he claims to
7 have sustained as the result of the conduct of the NFL Clubs for whom he played professional
8 football.

9 Mr. Wunsch estimates that he will require approximately **\$500,000** in additional medical care
10 and treatment in the future. As support for this claim, Defendants are referred to Mr. Wunsch's
11 medical records which previously were produced during discovery and are incorporated by reference
12 herein.

13 Mr. Wunsch avers that but-for the actions of the NFL Clubs for whom he played, he could
14 have continued to play professional football in the NFL for an additional four years. In his final
15 season in the NFL, Mr. Wunsch was earning \$700,000 per year. Therefore, Mr. Wunsch's claimed
16 loss of NFL career income totals **\$2,800,000**.

17 Due to his ongoing health issues, Mr. Wunsch has been unable to capture what would have
18 been a \$300,000 per year income from a real estate business, which he otherwise would have been
19 able to earn for at least fifteen years following his career in the NFL. Thus, Mr. Wunsch claims total
20 post-NFL career income loss of **\$4,500,000**.

21 Finally, Mr. Wunsch claims that as the result of the shortening of his NFL career, he lost a
22 sponsorship with Nike that would otherwise have continued for an additional four years at a value of
23 \$15,000 per year. Thus, Mr. Wunsch claims total lost income from business contracts in the amount
24 of **\$60,000**.

c. Summary of Damages Claimed by Gerald Wunsch

The following is a summary of the total compensatory damages claimed by Gerald Wunsch. Mr. Wunsch reserves the right to supplement, amend or otherwise modify these initial disclosures as discovery proceeds.

Non-Economic Damages

Past	Lump Sum (\$125.00 <i>per diem</i>)	\$473,125
Future	Lump Sum (\$125.00 <i>per diem</i>)	\$1,771,375

Total Non-Economic Damages **\$2,244,500**

Economic Damages

Medical Expenses	
Past Medical Expenses	\$40,000
Future Medical Expenses	\$500,000
Lost Income	
Loss of NFL Career Income	\$2,800,000
Reduce Earnings Capacity Post-NFL	\$4,500,000
Loss of Income from Business Contacts	\$60,000
Total Economic Damages	\$7,900,000
TOTAL DAMAGES CLAIMED	\$10,144,500

viii. **Alphonso Carreker**

a. Non-Economic Damages

Alphonso Carreker retired from the NFL on December 15, 1991. Between the time of his retirement and the May 21, 2015 filing of the original Complaint in this case, 8,558 days elapsed. In accordance with *Giant Food, Inc. v. Satterfield*, Mr. Carreker claims past non-economic damages in the amount of \$125.00 *per diem*. Thus, Mr. Carreker's past non-economic damages claimed total **\$1,069,750** (8,558 x \$125.00 = **\$1,069,750**).

On May 22, 2015, a 52 year-old African American male such as Mr. Carreker had 26.1 more years of remaining life expectancy, which translates to 9,532 days of remaining life expectancy. *See United States Life Tables, 2012, Published November 28, 2016. In accordance with Giant Food, Inc. v. Satterfield*, Mr. Carreker claims future non-economic damages in the amount of \$125.00 per

1 *diem.* Thus, Mr. Carreker's future non-economic damages claimed total **\$1,191,500** (9,532 x
 2 \$125.00 = **\$1,191,500**).

3 **b. Economic Damages**

4 Between his retirement on December 15, 1991, and the May 21, 2015 filing of the Plaintiffs'
 5 original Complaint, Alphonso Carreker estimates that he incurred approximately **\$30,000** in past
 6 medical care and treatment expenses causally related to the injuries and damages which he claims to
 7 have sustained as the result of the conduct of the NFL Clubs for whom he played professional
 8 football.

9 Mr. Carreker estimates that he will require approximately **\$150,000** in additional medical
 10 care and treatment in the future, including for a total knee replacement, rotator cuff repair, and
 11 possibly fusion surgery on his neck/back. As support for this claim, Defendants are referred to Mr.
 12 Carreker's medical records which previously were produced during discovery and are incorporated
 13 by reference herein.

14 Mr. Carreker avers that but-for the actions of the NFL Clubs for whom he played, he could
 15 have continued to play professional football in the NFL for an additional two years. In his final
 16 season he earned approximately \$575,000. Therefore, Mr. Carreker's claimed loss of NFL career
 17 income totals **\$1,150,000**.

18 Mr. Carreker enjoyed income of approximately \$40,000 per year in the mortgage/lending
 19 business until 2003 when he was forced to retire due to his deteriorating health condition and
 20 inability to physically meet the day-to-day needs of the job. Absent his injuries and health issues,
 21 Mr. Carreker otherwise would have been able to earn that income from 2003 to approximately 2027.
 22 Thus, Mr. Carreker claims total post-NFL career income loss of **\$960,000**.

23 Mr. Carreker is not making a claim for lost income from business contracts.

24 **c. Summary of Damages Claimed by Alphonso Carreker**

1 The following is a summary of the total compensatory damages claimed by Alphonso
 2 Carreker. Mr. Carreker reserves the right to supplement, amend or otherwise modify these initial
 3 disclosures as discovery proceeds.

4 **Non-Economic Damages**

5 Past	Lump Sum (\$125.00 <i>per diem</i>)	\$1,069,750
6 Future	Lump Sum (\$125.00 <i>per diem</i>)	\$1,191,500
7 Total Non-Economic Damages		\$2,261,250

8 **Economic Damages**

9 Medical Expenses		
10 Past Medical Expenses		\$30,000
11 Future Medical Expenses		\$150,000
12 Lost Income		
13 Loss of NFL Career Income		\$1,150,000
14 Reduce Earnings Capacity Post-NFL		\$960,000
15 Loss of Income from Business Contacts		\$0
16 Total Economic Damages		\$2,290,000
17 <u>TOTAL DAMAGES CLAIMED</u>		\$4,551,250

18 ix. **Steve Lofton**

19 a. **Non-Economic Damages**

20 Steve Lofton retired from the NFL on January 2, 2000. Between the time of his retirement
 21 and the May 21, 2015 filing of the original Complaint in this case, 5,618 days elapsed. In
 22 accordance with *Giant Food, Inc. v. Satterfield*, Mr. Lofton claims past non-economic damages in
 23 the amount of \$125.00 *per diem*. Thus, Mr. Lofton's past non-economic damages claimed total
 24 **\$702,250** (5,618 x \$125.00 = **\$702,250**).

25 On May 22, 2015, a 46 year-old African American male such as Mr. Lofton had 30.3 more
 26 years of remaining life expectancy, which translates to 11,066 days of remaining life expectancy.
 27 See United States Life Tables, 2012, Published November 28, 2016. In accordance with *Giant Food,*
 28 *Inc. v. Satterfield*, Mr. Lofton claims future non-economic damages in the amount of \$125.00 *per*

1 *diem*. Thus, Mr. Lofton future non-economic damages claimed total **\$1,383,250** (11,066 x \$125.00
 2 = **\$1,383,250**).

3 **b. Economic Damages**

4 Between his retirement on January 2, 2000, and the May 21, 2015 filing of the Plaintiffs'
 5 original Complaint, Steve Lofton estimates that he incurred approximately **\$3,000** in past medical
 6 care and treatment expenses causally related to the injuries and damages which he claims to have
 7 sustained as the result of the conduct of the NFL Clubs for whom he played professional football.
 8 Mr. Lofton estimates that he will require approximately **\$100,000** in additional medical care and
 9 treatment in the future. As support for this claim, Defendants are referred to Mr. Lofton's medical
 10 records which previously were produced during discovery and are incorporated by reference herein.
 11 Mr. Lofton avers that but for the actions of the NFL Clubs for whom he played, he could have
 12 continued to play professional football in the NFL for an additional two years, during which time he
 13 would have earned approximately **\$1,750,000**.
 14

15 Upon the conclusion of his NFL career, Mr. Lofton briefly worked at a car dealership earning
 16 approximately \$36,000 per year. Unfortunately, due to the physical nature of the job responsibilities
 17 and his deteriorating physical health, Mr. Lofton was unable to continue this employment after 2006.
 18 Mr. Lofton states that absent the injuries and damages complained of in this case, he would have
 19 been able to work at the car dealership for at least an additional five years. Thus, Mr. Lofton claims
 20 a reduced earning capacity in his post-NFL career of **\$180,000**.
 21

22 Finally, as the result of the shortening of his NFL career, Mr. Lofton lost a merchandise
 23 credit of approximately \$5,000 per year which he would otherwise have enjoyed for at least two
 24 more years. Thus, Mr. Lofton claims lost income from business contracts in the amount of **\$10,000**.
 25

26 **c. Summary of Damages Claimed by Steve Lofton**

1 The following is a summary of the total compensatory damages claimed Steve Lofton. Mr.
 2 Lofton reserves the right to supplement, amend or otherwise modify these initial disclosures as
 3 discovery proceeds.
 4

5 **Non-Economic Damages**

6 Past	Lump Sum (\$125.00 <i>per diem</i>)	\$702,250
7 Future	Lump Sum (\$125.00 <i>per diem</i>)	\$1,383,250
	Total Non-Economic Damages	\$2,085,500

8 **Economic Damages**

9 Medical Expenses		
10 Past Medical Expenses		\$3,000
11 Future Medical Expenses		\$100,000
12 Lost Income		
13 Loss of NFL Career Income		\$1,750,000
14 Reduce Earnings Capacity Post-NFL		\$180,000
15 Loss of Income from Business Contacts		\$10,000
	Total Economic Damages	\$2,043,000
	TOTAL DAMAGES CLAIMED	\$4,128,500

16 x. **Duriel Harris**

17 a. **Non-Economic Damages**

18 Duriel Harris retired from the NFL on November 3, 1985. Between the time of his
 19 retirement and the May 21, 2015 filing of the original Complaint in this case, 10,791 days elapsed.
 20 In accordance with *Giant Food, Inc. v. Satterfield*, Mr. Harris claims past non-economic damages in
 21 the amount of \$125.00 *per diem*. Thus, Mr. Harris' past non-economic damages claimed total
 22 **\$1,348,875** (10,791 x \$125.00 = **\$1,348,875**).

23 On May 22, 2015, a 60 year-old African America male such as Mr. Harris had 20.2 more
 24 years of remaining life expectancy, which translates to 7,377 days of remaining life expectancy. *See*
 25 United States Life Tables, 2012, Published November 28, 2016. In accordance with *Giant Food,*
 26 *Inc. v. Satterfield*, Mr. Harris claims future non-economic damages in the amount of \$125.00 *per*
 27

1 *diem*. Thus, Mr. Harris' future non-economic damages claimed total **\$922,125** (7,377 x \$125.00 =
 2 **\$922,125**).

3 **b. Economic Damages**

4 Between his retirement on November 3, 1985, and the May 21, 2015 filing of the Plaintiffs'
 5 original Complaint, Duriel Harris estimates that he incurred approximately **\$250,000** in past medical
 6 care and treatment expenses causally related to the injuries and damages which he claims to have
 7 sustained as the result of the conduct of the NFL Clubs for whom he played professional football.
 8 Mr. Harris estimates that he will require approximately **\$500,000** in additional medical care and
 9 treatment in the future for, among other things, knee replacement surgery, a torn meniscus and
 10 monitoring of his liver and kidneys. As support for this claim, Defendants are referred to Mr.
 11 Harris' medical records which previously were produced during discovery and are incorporated by
 12 reference herein.

13 Mr. Harris avers that but-for the actions of the NFL Clubs for whom he played, he could have
 14 continued to play professional football in the NFL for an additional three years. In his final season
 15 in the NFL, Mr. Harris earned \$275,000 and made approximately \$20,000 in incentives. Therefore,
 16 Mr. Harris' claimed loss of NFL career income totals **\$885,000**.

17 As a result of his ongoing health issues, Mr. Harris was unable to continue working at U.S.
 18 Security Associates, where he worked from 2011 to 2013, specifically due to the physical demands
 19 of the job. He was earning approximately \$100,000 per year in his position and feels that absent his
 20 deteriorating health conditions, he could have continued working there for at least three more years.
 21 Therefore, Mr. Harris claims total post-NFL career income loss of **\$300,000**.

22 Finally, Mr. Harris claims two forms of lost business contracts income. First, as the result of
 23 the shortening of his NFL career, Mr. Harris lost public speaking opportunities, which he could have
 24 done approximately four times per month at a rate of \$3,000 per engagement for three more years (a
 25

1 total of \$432,000). Second, Mr. Harris lost a sponsorship with Nike valued at \$10,000 per year,
 2 which he otherwise would have enjoyed for an additional three years in the NFL (a total of \$30,000).
 3 Thus, Mr. Harris claims total lost income from business contracts in the amount of **\$462,000**.
 4

5 **c. Summary of Damages Claimed by Duriel Harris**

6 The following is a summary of the total compensatory damages claimed by Duriel Harris.
 7 Mr. Harris reserves the right to supplement, amend or otherwise modify these initial disclosures as
 8 discovery proceeds.

9 **Non-Economic Damages**

Past	Lump Sum (\$125.00 <i>per diem</i>)	\$1,348,875
Future	Lump Sum (\$125.00 <i>per diem</i>)	\$922,125
	Total Non-Economic Damages	\$2,271,000

10 **Economic Damages**

Medical Expenses		
Past Medical Expenses		\$250,000
Future Medical Expenses		\$500,000
Lost Income		
Loss of NFL Career Income		\$885,000
Reduce Earnings Capacity Post-NFL		\$300,000
Loss of Income from Business Contacts		\$462,000
	Total Economic Damages	\$2,397,000
TOTAL DAMAGES CLAIMED		\$4,668,000

11 **xi. Jeff Graham**

12 **a. Non-Economic Damages**

13 Jeff Graham retired from the NFL on December 30, 2001. Between the time of his
 14 retirement and the May 21, 2015 filing of the original Complaint in this case, 4,890 days elapsed. In
 15 accordance with *Giant Food, Inc. v. Satterfield*, Mr. Graham claims past non-economic damages in
 16 the amount of \$125.00 *per diem*. Thus, Mr. Graham's past non-economic damages claimed total
 17 **\$611,250** (4,890 x \$125.00 = **\$611,250**).
 18

1 On May 22, 2015, a 46 year-old African American male such as Mr. Graham had 31.2 more
 2 years of remaining life expectancy, which translates to 11,395 days of remaining life expectancy.
 3 *See United States Life Tables, 2012, Published November 28, 2016. In accordance with Giant Food,*
 4 *Inc. v. Satterfield,* Mr. Graham claims future non-economic damages in the amount of \$125.00 *per*
 5 *diem.* Thus, Mr. Graham's future non-economic damages claimed total **\$1,424,375** (11,395 x
 6 \$125.00 = **\$1,424,375**).

8 **b. Economic Damages**

9 Between his retirement on December 30, 2001, and the May 21, 2015 filing of the Plaintiffs'
 10 original Complaint, Jeffery Graham estimates that he incurred approximately **\$15,000** in past
 11 medical care and treatment expenses causally related to the injuries and damages which he claims to
 12 have sustained as the result of the conduct of the NFL Clubs for whom he played professional
 13 football.

14 Mr. Graham estimates that he will require approximately **\$15,000** in additional medical care
 15 and treatment in the future. As support for this claim, Defendants are referred to Mr. Graham's
 16 medical records which previously were produced during discovery and are incorporated by reference
 17 herein.

18 Mr. Graham claims reduced earnings capacity as follows: were he not injured as a result of
 19 the Clubs' intentional conduct, he expects he could have obtained a position as an athletic director at
 20 the high school where he currently coaches, a position that pays approximately \$80,000/year, or at a
 21 college and that, assuming he obtained that position today, he would expect to be able to continue
 22 working at that position for 15 years. He therefore makes a claim for reduced earnings of
 23 **\$1,200,000.**

24 Mr. Graham avers that but-for the actions of the NFL Clubs for whom he played, he could
 25 have continued to play professional football in the NFL for an additional three years. While with the
 26

1 Chargers, the last team for which he played, he averaged \$3 million/year, though he was signed by
 2 the Falcons at the League minimum of \$750,000.00 after the Chargers though he did not play for
 3 them. Taking the League minimum, while reserving the right to seek a higher amount at trial, Mr.
 4 Graham claims lost NFL career income of **\$2,225,000**.
 5

6 Mr. Graham further states
 7

8 Mr. Graham is not making a claim for lost income from business contracts.
 9

10 **c. Summary of Damages Claimed by Jeff Graham**

11 The following is a summary of the total compensatory damages claimed by Jeffery Graham.
 12 Mr. Graham reserves the right to supplement, amend or otherwise modify these initial disclosures as
 13 discovery proceeds.

14 **Non-Economic Damages**

15	Past	Lump Sum (\$125.00 <i>per diem</i>)	\$611,250
16	Future	Lump Sum (\$125.00 <i>per diem</i>)	\$1,424,375
		Total Non-Economic Damages	\$2,035,625

17 **Economic Damages**

18	Medical Expenses		
19	Past Medical Expenses	\$15,000	
20	Future Medical Expenses	\$15,000	
21	Lost Income		
22	Loss of NFL Career Income	\$2,250,000	
	Reduce Earnings Capacity Post-NFL	\$1,200,000	
	Total Economic Damages		\$3,480,000.00
	<u>TOTAL DAMAGES CLAIMED</u>		\$5,515,625.00.

23 **xii. Cedric Killings**

24 **a. Non-Economic Damages**

25 Cedric Killings retired from the NFL on September 23, 2007. Between the time of his
 26 retirement and the May 21, 2015 filing of the original Complaint in this case, 2,797 days elapsed. In
 27 accordance with *Giant Food, Inc. v. Satterfield*, Mr. Killings claims past non-economic damages in
 28

1 the amount of \$125.00 *per diem*. Thus, Mr. Killings' past non-economic damages claimed total
 2 **\$349,625** (2,797 x \$125.00 = **\$349,625**).
 3

4 On May 22, 2015, a 37 year-old African American male such as Mr. Killings had 38.3 more
 5 years of remaining life expectancy, which translates to 13,988 days of remaining life expectancy.
 6 *See United States Life Tables, 2012, Published November 28, 2016.* In accordance with *Giant Food,*
 7 *Inc. v. Satterfield*, Mr. Killings claims future non-economic damages in the amount of \$125.00 *per*
 8 *diem*. Thus, Mr. Killings' future non-economic damages claimed total **\$1,748,500** (13,988 x
 9 \$125.00 = **\$1,748,500**).
 10

b. Economic Damages

11 Between his retirement on September 23, 2007, and the May 21, 2015 filing of the Plaintiffs'
 12 original Complaint, Cedric Killings estimates that he incurred approximately **\$37,000** in past
 13 medical care and treatment expenses causally related to the injuries and damages which he claims to
 14 have sustained as the result of the conduct of the NFL Clubs for whom he played professional
 15 football.
 16

17 Mr. Killings estimates that he will require approximately **\$400,000** in additional medical care
 18 and treatment in the future. As support for this claim, Defendants are referred to Mr. Killings'
 19 medical records which previously were produced during discovery and are incorporated by reference
 20 herein.
 21

22 Mr. Killings avers that but-for the actions of the NFL clubs for whom he played, he could
 23 have continued to play professional football in the NFL for an additional three years. During his
 24 final season, Mr. Killings was earning \$700,000 per year. Thus, Mr. Killings claims lost NFL career
 25 income of **\$2,100,000**.
 26

27 Mr. Killings further claims that his injuries and deteriorating health condition prohibited him
 28 from pursuing a college football assistant coach position from which he would have earned
 29

1 approximately \$50,000 per year for at least ten years. Therefore, Mr. Killings claims reduced
 2 earning capacity in his post-NFL career of **\$500,000**.

3 Finally, Mr. Killings states that as the result of the shortening of his NFL career, Mr. Killings
 4 lost a Nike sponsorship of \$15,000 per year which otherwise would have continued for an additional
 5 three years. Thus, Mr. Killings claims lost income from business contracts in the amount of
 6 **\$45,000**.

8 **c. Summary of Damages Claimed by Cedric Killings**

9 The following is a summary of the total compensatory damages claimed by Cedric Killings.
 10 Mr. Killings reserves the right to supplement, amend or otherwise modify these initial disclosures as
 11 discovery proceeds.

12 **Non-Economic Damages**

13	Past		
14		Lump Sum (\$125.00 <i>per diem</i>)	\$349,625
15	Future		
16		Lump Sum (\$125.00 <i>per diem</i>)	\$1,748,500
		Total Non-Economic Damages	\$2,098,125

17 **Economic Damages**

18	Medical Expenses		
19	Past Medical Expenses		\$37,000
20	Future Medical Expenses		\$400,000
21	Lost Income		
22	Loss of NFL Career Income		\$2,100,000
23	Reduce Earnings Capacity Post-NFL		\$500,000
24	Loss of Income from Business Contacts		\$45,000
	Total Economic Damages		\$3,082,000
	TOTAL DAMAGES CLAIMED		\$5,180,125

25 **xiii. Reggie Walker**

26 **a. Non-Economic Damages**

27 Reggie Walker played his last NFL football game on August 29, 2015. He therefore still was
 28 playing in the NFL when the original Complaint in this case was filed on May 21, 2015 and
 therefore is not claiming “past” non-economic damages.

1 On August 29, 2015, a 28 year-old African American male such as Mr. Walker had 47.4
 2 more years of remaining life expectancy, which translates to 17,312 days of remaining life
 3 expectancy. *See United States Life Tables, 2012, Published November 28, 2016.* In accordance
 4 with *Giant Food, Inc. v. Satterfield*, Mr. Walker claims future non-economic damages in the amount
 5 of \$125.00 *per diem*. Thus, Mr. Walkers' future non-economic damages claimed total **\$2,164,000**
 6 (17,312 x \$125.00 = **\$2,164,000**).
 7

8 **b. Economic Damages**

9 Mr. Walker has not had to pay for medical expenses since retiring from the NFL, but expects
 10 that he will have to do so at some point in his life. He therefore cannot identify future medical
 11 expenses with any certainty other than through expert testimony, which will be disclosed consistent
 12 with the schedule in this matter.
 13

14 Mr. Walker avers that but-for the actions of the NFL clubs for which he played, he could
 15 have continued to play professional football in the NFL for an additional four years. During his final
 16 season, he was earning \$1,000,000.00. Thus, Mr. Walker's claimed loss of NFL career income
 17 totals **\$4,000,000.00**.
 18

19 Mr. Walker has not held a job since retiring from the NFL. He expects to work though at
 20 some point. Bulletin 2254 from the U.S. Department of Labor, Bureau of Labor Statistics dated
 21 February 1986, titled Worklife Estimates: Effects of Race and Education, provides at Table A-2 that
 22 the average worklife expectation for an African-American male who is currently not working and is
 23 Mr. Walker's age is 23.2 years. In addition, a document titled the The Economics Daily from the
 24 U.S. Department of Labor, Bureau of Labor Statistics for Median Weekly Earnings by Educational
 25 Attainment in 2014 provides that an African-American male with some collect can expect weekly
 26 earnings of \$637. In summary, Mr. Walker claims damages in the form of reduced earnings capacity
 27 following his NFL career in the amount of **\$770,770** (23.2 years, or 1,210 weeks, at \$637/week) less
 28

1 that amount applicable based on his injuries, which can only be proven through expert testimony that
 2 will be offered consistent with the schedule set forth in this matter.

3 **c. Summary of Damages Claimed by Reggie Walker**

4 The following is a summary of the total compensatory damages claimed by Reggie Walker.
 5 Mr. Walker reserves the right to supplement, amend or otherwise modify these initial disclosures as
 6 discovery proceeds.
 7

8 **Non-Economic Damages**

Past	Lump Sum (\$125.00 <i>per diem</i>)	\$0
Future	Lump Sum (\$125.00 <i>per diem</i>)	\$2,164,000
	Total Non-Economic Damages	\$2,164,000

12 **Economic Damages**

13 Lost Income	
14 Loss of NFL Career Income	\$4,000,000.00
15 TOTAL ECONOMIC DAMAGES	\$4,000,000.00
TOTAL DAMAGES CLAIMED	\$4,000,000.00

16 Plaintiffs will supplement this initial disclosure as required by Rule 26(e).

17 **IV. INSURANCE**

18 At this time, Plaintiffs are not aware of any insurance agreements under which any
 19 persons carrying on an insurance business may be liable to satisfy all or part of a judgment that may
 20 be entered in favor of Plaintiffs or to indemnify or reimburse Defendants for payments to satisfy the
 21 judgment.

22 DATED: April 3, 2017 William N. Sinclair
 23 Steven D. Silverman
 24 Stephen G. Grygiel
 25 Phillip J. Closius
 26 Alexander Williams
 27 **SILVERMAN|THOMPSON|SLUTKIN|WHITE|LLC**

28 _____ /s/
 27 [ATTORNEY SIGNATURE]

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